

December 13, 2016

SPECIFICATIONS

**GRAND BAY COASTAL RESOURCES CENTER
DECKING**

For
Department of Marine Resources
1141 Bayview Avenue
Biloxi, MS 39530

JOB NO. 2016-17

BID DATE: February 7, 2017
2:00pm, local time



628 WASHINGTON AVENUE - SUITE C
OCEAN SPRINGS, MISSISSIPPI 39564

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ADVERTISEMENT FOR BIDS

SECTION 00000

Sealed bids will be received at the office of
The Department of Marine Resources, 1141 Bayview Avenue, Biloxi, Mississippi 36530
In the 2nd Floor Coastal Restoration and Resiliency Conference Room, Bolton State
Office Building, until 2:00:00 p. m. on

Tuesday

(Day)

February 7, 2017

(Date)

<u>Grand Bay Coastal Resources Center – Decking</u>	(Project Title)
<u>Department of Marine Resources</u>	(Using Agency)
<u>Jackson County, Mississippi</u>	(Location)

at which time they will be publicly opened and read. Contract Documents
may be obtained from:

Allred Architectural Group, PA
628 Washington Avenue, Suite C
Ocean Springs, MS 39564

Phone: (228) 762-1975

A deposit of \$ 50.00 is required. Bid preparation will be in accordance with
Instructions to Bidders bound in the Project Manual. The Owner reserves the
right to waive irregularities and to reject any or all bids. **NOTE: Telephones and
desks will not be available for bidders use at the bid site.**

Erin Gallagher, Director of Procurement
Mississippi Department of Marine Resources

Dates of Publication:
January 4, 2017
January 11, 2017

INSTRUCTIONS TO BIDDERS
SECTION 00100

PART 1 - GENERAL

- 1.01 **QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the Drawings or Project Manual, or be in doubt as to their meaning, the Bidder should immediately notify the Professional. The Professional will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Professional, will be responsible for any oral instruction or interpretation.
- 1.02 **BIDDER'S QUALIFICATIONS:**
- A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.
 - B. **Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed \$50,000* must appear on the face of the envelope, or a Certificate of Responsibility number.
 - C. **Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000 must show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
 - D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of \$50,000, a *joint venture* Certificate of Responsibility number must be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid must indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- 1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form:
- A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that CURRENT law shall be submitted with the Proposal Form.
 - B. **Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.
- 1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons: (see 600.53)
- A. Failure to comply with the bid requirements.
 - B. Bidder is in arrears on existing Contracts with the Owner or another state agency.
 - C. Bidder is, or anticipates being, in litigation or arbitration with the Owner or another state agency.
 - D. Bidder has defaulted on a previous Contract.
- 1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.
- 1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.
- 1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.

- 1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and become thoroughly familiar with the Drawings and the Project Manual, including all addenda.
- 1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount, if any, shall be established as the estimated actual cost of copying and reproduction plus shipping via USPS standard Ground Transportation, is shall be indicated in the Advertisement for Bids. Bidders may request shipping via express carrier or expedited delivery at their own additional cost. Upon returning the documents to the Professional within ten (10) working days of the bid date and in good condition, all document holders will be refunded the full deposit amount. Further, any document holder who is awarded the contract, related subcontracts and/or vendor agreements may elect to retain their documents and request refund of the full deposit amount upon execution of the construction contract and approval of general contractor, however; such documents shall be counted toward the total number of copies furnished free of charge to the general contractor. No partial sets of documents will be issued. Selected trade organizations, plan rooms and web-based distribution networks will be issued one (1) set of documents without charge. (modified August 2016)

PART 2 - PROPOSAL FORM

- 2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.
- 2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.
- 2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.
- 2.04 **BASE BID AND ALTERNATES:**
A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount. The written word shall govern.
B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern. Refer to Section 01030 entitled *Alternates* for additional information.
- 2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents. Refer to Section 01630 entitled *Substitutions and Product Options* which covers procedures after the award of Contract. (unchanged but modified 01630 August 2016)
- 2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided. (see proposal form) (modified August 2016)
- 2.07 **BIDDER IDENTIFICATION:**
A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name - exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form)
C. **Legal Address:** The address appearing on the Proposal Form should be the same address exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>]
D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.

- 2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check: (modified Dec 2013) (see also 4.07 herein)
- A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department. http://www.mid.state.ms.us/licapp/search_main.aspx (No standard form is required for the Bid Bond.)
- B. **Certified Check:** The Bidder may submit a certified check made out to the Owner in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time.
- 2.09 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

PART 3 - SUBMITTING THE PROPOSAL FORM

- 3.01 **SUBMITTAL:** A bid must be delivered to the address indicated on the Advertisement for Bids prior to the time and date stated. Only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as follows: (beginning 1/1/09 and for a reasonable time period, a duplicate copy will not disqualify your bid, but the second copy, without comparison, will be destroyed in the bid opening, not read aloud nor used thereafter, in order to prevent inadvertent differences in the duplicate forms): (also see 600.42)

(In upper left hand corner)

Name of Firm (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors – see 2.07, 3.01, 5.01)

(Bid shall be addressed and delivered to)
Owner

(In lower left hand corner)

Bid for Project # _____

Title _____

Using Agency _____

Certificate of Responsibility # _____ (for over \$50,000.00)

Under \$50,000.00 (add statement)

If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

- 3.02 **MODIFICATION TO BID:** A bidder may modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:
- A. **Notification on Envelope:** A modification may be written on the outside of the sealed envelope containing the bid.
- B. **Facsimile:** A facsimile (fax) will not be acceptable.
- 3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, bids may not be withdrawn until forty-five (45) days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

- 4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory.

Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being publicly opened . . . on the next business day that the agency shall be open and at the previously advertised time . . . (added Jan 2015)

- 4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.
- 4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.
- 4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made.
- 4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any, or all bids. A Contract will be awarded on the basis of the low base bid, or low combination of base bid and those alternates selected by the Owner in any order determined to be in the best interest of the Using Agency and which produces a total within available funds.
- 4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for failure, or refusal, to execute and deliver the Contract, Bond and Certificate of Insurance within ten (10) working days after notice of the acceptance of the bid/receipt of Contracts from the Professional. (*"working" days added 11/3/10 (modified Jan 2015)*)
- 4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** (modified Dec 2013) (see also 2.08)
Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:
- A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. . http://www.mid.state.ms.us/licapp/search_main.aspx
 - B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.
 - C. All Bonds shall be executed on the form provided in the Project Manual under Section 00600 entitled *Contract Bond*.
 - D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed, or lettered legibly. (with embossed seal). http://www.mid.state.ms.us/licapp/search_main.aspx
 - E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond.

PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and **is not a part of the bid documents**; therefore, this checklist does not have to be included with the Proposal Form when submitting a bid proposal.

5.01 PROPOSAL FORM: (only one original proposal form to be submitted) (also see 3.01 and 600.42 of Manual)
Base Bid

- () Write in the amount of the base bid in words and numbers. The written word shall govern.

Alternates

- () Write in each alternates amount in words and numbers. The written word shall govern.

Addenda

- () Acknowledge the receipt of each addendum by writing in the number of the addendum.

Acceptance

- () Proposal is signed by authorized person
() Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State
[<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi
State Board of Contractors [<http://www.msboconline.com/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form)
() Legal address of the business listed above (at SOS and Contractor's Board)
() Correct Certificate of Responsibility Number(s) as it appears in the current Mississippi State Board of Contractors Roster

Certificate of Responsibility Number(s) on envelope (see below for on proposal form)

- () Base Bid is under \$50,000 and no number is required
() Base Bid is under \$50,000 and the statement "bid does not exceed \$50,000" is on the outside of the sealed envelope
() Base Bid is over \$50,000 and number is required
() Joint Venture and *joint venture* number is required

OR () Joint Venture participants' numbers are required

5.02 BID SECURITY:

- () Included Bid Bond

OR () Included Certified Check

5.03 POWER OF ATTORNEY:

- () Included Power of Attorney

5.04 NON-RESIDENT BIDDER:

- () Attached a Copy of Non-Resident Bidder's Preference Law

OR () Attached a Statement

5.05 SUB-CONTRACTORS NAME Refer to 1.04 for responsiveness (modified Dec 2013)

- () List ~~your~~ any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost. * List name even for under \$50,000
* Fire Protection Sprinkler Contractors do not have to be listed
* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein
* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline
* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

5.06 SUB-CONTRACTORS' COR NUMBER Refer to 1.04 for responsiveness (modified Dec 2013)

- () * List Certificate of Responsibility Number for any listed Sub-Contractor over \$50,000.00
* If under \$50,000 – so notate on the COR line "under \$50,000" (or can still show COR#)

***** END OF SECTION *****

**PROPOSAL FORM
SECTION 00300**

To: Mississippi Department of Marine Resources
1141 Bayview Avenue
Biloxi, MS 39530

Re: Project Title: Grand Bay Coastal Resources Center – Decking
Location: Jackson County, Mississippi

I propose to complete all work in accordance with the Project Manual and Drawings within _____ consecutive calendar days for the sum of: (Professional must specify number of days)

BASE BID: (Write in the amount of the base bid in words and numbers. The written word shall govern.)

_____ Dollars (\$_____)

ALTERNATES: (Write in the amount of all of the alternates in words and numbers. The written word shall govern.)

Alternate #1 () Adds () Deducts

Dollars (\$_____)

Description _____

Alternate #2 () Adds () Deducts

Dollars (\$_____)

Description _____

Alternate #3 () Adds () Deducts

Dollars (\$_____)

Description _____

Alternate #4 () Adds () Deducts

Dollars (\$_____)

Description _____

Alternate #5 () Adds () Deducts

Dollars (\$_____)

Description _____

ADDENDA ACKNOWLEDGMENT: (modified dates August 2016)

No. _____ No. _____ No. _____
No. _____ No. _____ No. _____

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature _____ Date _____

Name and Title _____

Name of Business _____

Complete spelling of bidder's name and address - **exact as recorded at the Secretary of State**

[<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the

Mississippi State Board of Contractors [<http://www.msboconline.com/Search2.CFM>] (see 2.07, 3.01, 5.01) **PLEASE LOOK IT UP at**

SoS. SoS rules when the 2 are different.

Address _____ (mailing)

Address _____ (physical)

City/State/Zip Code _____ County _____

Phone _____ Fax _____ Email _____

■ **Bidder's Certificate of Responsibility Numbers(s):** _____

■ **MINORITY BUSINESS ENTERPRISE?** Yes _____ No _____ (to assist with Code 57-1-57)

■ **Attach copy of Non-Resident Bidder's Preference Law (5.04 of Bidder's Checklist)**

■ **Mechanical / Plumbing / Electrical Contractors:** (modified Dec 2013)

Regarding said Divisions of the Specifications of the BoB Standard Form of Agreement Between The Owner and The Contractor

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted. This is in accordance with 5.05 and 5.06 of the Bidder's Checklist revised below.

Mechanical Contractor: _____

Certificate of Responsibility No. _____

Plumbing Contractor: _____

Certificate of Responsibility No. _____

Electrical Contractor: _____

Certificate of Responsibility No. _____

■ **Mississippi Department of Agriculture & Commerce
Bureau of Plant Industry**

Landscape License Number _____ MS Code 69-19-1 - 69-19-15

↑ Complete for prime landscaping projects

**STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE CONTRACTOR
SECTION 00500**

This Agreement made the _____ day of _____, 20____ between the Owner,

Owner Mississippi Department of Marine Resources
 1141 Bayview Avenue
 Biloxi, MS 39530

created by _____ et seq., **Mississippi Code of 1972, Annotated**, and acting for the State of Mississippi;

and between the Contractor:

Business Name _____
Address _____
City/State/Zip _____ Fax: _____ Email: _____

The Contractor is a (check and complete one of the following):

_____ ☐ CORPORATION or ☐ LLC solely organized and existing under the laws of the State of
_____ and having its principal office in _____,

(City) (County) (State)

_____ PARTNERSHIP of the following (list all partners):

_____ SOLE PROPRIETORSHIP

For the following Project:

Grand Bay Coastal Resources Center – Decking
Jackson County, MS

This Agreement entered into as of the day and year first written above:

OWNER: OWNER

CONTRACTOR:

By: _____
(Signature)

By: _____
(Signature)

(Name and Title)

(Name and Title)

APPROVED AS TO FORM:

By: _____
(Signature of Attorney)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS FOLLOWS:

Division 0

June 2011

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS
THE WORK

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

1.2.2 Project Manual dated December 13, 2016

BIDDING REQUIREMENTS

Advertisement for Bids

Instructions to Bidders

Proposal Form

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

CONTRACT BOND

POWER OF ATTORNEY

CERTIFICATE OF INSURANCE

CONDITIONS OF THE CONTRACT

General Conditions

Supplementary Conditions

Labor Requirements

Addenda

SPECIFICATIONS (check the specs listed on the contents and included in the manual)

☒ Division One: General Requirements

☒ Division One Supplements

☒ Division Two: Site Work

☐ Division Three: Concrete

☐ Division Four: Masonry

☐ Division Five: Metals

☒ Division Six: Wood and Plastics

☐ Division Seven: Thermal and Moisture Protection

☐ Division Eight: Doors and Windows

☐ Division Nine: Finishes

☐ Division Ten: Specialties

☐ Division Eleven: Equipment

☐ Division Twelve: Furnishings

☐ Division Thirteen: Special Construction

☐ Division Fourteen: Conveying Systems

☐ Division Fifteen: Mechanical

☐ Division Sixteen: Electrical

☐ Division Seventeen: Commissioning

1.2.3 Addenda

Addendum No. 1, dated _____

Addendum No. 2, dated _____

Addendum No. 3, dated _____

Addendum No. 4, dated _____

Addendum No. 5, dated _____

1.2.4 Drawings dated _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

1.2.5.1 Other documents, dated _____

ARTICLE 2: CONTRACT SUM

2.1 CONTRACT SUM

- 2.1.1 The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract sum of _____ Dollars

(\$ _____). The Contract sum is determined as follows:

Base Bid		\$ _____
Modifications () Adds () Deducts		\$ _____
Negotiations		\$ _____
Alternate No. _____ () Adds () Deducts		\$ _____
Alternate No. _____ () Adds () Deducts		\$ _____
Alternate No. _____ () Adds () Deducts		\$ _____
Alternate No. _____ () Adds () Deducts		\$ _____
Alternate No. _____ () Adds () Deducts		\$ _____
Total Contract Sum		\$ _____

2.2 LIQUIDATED DAMAGES

- 2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount of Two Hundred Fifty Dollars

(\$ 250.00) for each calendar day.

ARTICLE 3: CONTRACT TIME

3.1 TIME

- 3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*. The work is to be substantially complete, subject to approved Change Orders, no later than _____ calendar days from the date stated in the *Notice to Proceed*.

ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

4.1 PROGRESS PAYMENTS

- 4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the Owner will make progress payments on account of the Contract sum to the Contractor as provided in the Contract Documents.

4.2 FINAL PAYMENT

- 4.2.1 Final payment constituting the entire balance of the Contract sum will be paid by the Owner to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Professional and approved by the Owner.

ARTICLE 5: MISCELLANEOUS PROVISION

5.1 DEFINITION OF TERMS

- 5.1.1 Terms used in this Agreement which are defined in the Conditions of the Contract will have the meanings designated in those Conditions.

5.2 CONTRACTOR'S INTEREST IN AGREEMENT

- 5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

5.3 **PROFESSIONAL**

5.3.1 The Professional assigned to this Project is as follows:

Name _____
Address _____
Telephone _____ Fax Number _____ E-Mail Address _____

***** END OF SECTION *****

**CONTRACT BOND
SECTION 00600**

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT _____,
Principal, a _____, residing
at _____, authorized to do business in the State of Mississippi
under the laws thereof, and _____ Surety, a corporation of the State
of _____, authorized to do business in the State of Mississippi under the laws thereof, are held and
firmly bound unto the Owner of the State of Mississippi, Obligee, hereinafter referred to as "Owner," for the use and benefit of the Owner and
those claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**, as
amended, in the amount of _____ Dollars (\$_____), lawful
money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement dated _____, 20_____, entered into a Contract with
the Owner for the following:

as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the above mentioned
Contract, drawings, Project Manual, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter
referred to as "the Contract." All of the terms and provisions of Sections 31-5-51, 31-5-3, supra, Section 31-5-53 of the **Mississippi Code of
1972, Annotated**, as amended, and all other code sections cited herein are also by reference made a part hereof and fully incorporated
herein.

II. PERFORMANCE BOND

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform said Contract, then
this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof,
and the Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety shall provide sufficient
funds to pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable
thereunder, less the balance of the Contract price. The term "balance of the Contract price," as used in this paragraph, shall mean the total
amount payable by Owner to Principal under the Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

III. LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all
persons supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void;
otherwise, it shall remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit
described in Subsection (2) of Section 31-5-51, supra.

IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the above-mentioned Bonds:

1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

Signed and sealed this _____ day of _____, 20_____.

SURETY _____

Mississippi NAIC number: _____

By: _____
(Signature)

(Typed Name) Attorney-in-Fact (Title)

Surety Agent Mississippi License Number: _____

(Surety Address)

(Surety City/State/Zip/Phone)

COUNTERSIGNED: (if applicable)

MISSISSIPPI LICENSED AGENT COMPANY NAME

Mississippi NAIC number: _____

(Signature)

(Typed Name) Licensed Mississippi Agent (Title)

Countersignature Agent MS License Number: _____

(MS Licensed Agent Address)

(MS Licensed Agent City/State/Zip/Phone)

PRINCIPAL _____

By: _____
(Signature)

(Typed Name and Title)

(Address)

(City/State/Zip/Phone)

Surety Company, Surety Agent's Name, Address, etc. should be typed and with seal (preferably embossed seal) on Bond and P/A. The P/A should be for the Attorney-in-Fact with seal (preferably embossed seal).

The Contract Bond shall be duly executed by the Bidder AND a MS Licensed Agent said Surety approved by the MS Ins Dept
OR
signed by the Surety's Agent AND countersigned by a MS Licensed Agent for said Surety approved by the MS Ins Dept.

Countersignature can be the same as the Attorney-in-Fact when the Attorney-in-Fact is licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact is "not" licensed in Mississippi. P/A will be for the Attorney-in-Fact.

Check the Surety Company AND the Surety Agent
AND/OR the Countersignature at MS Ins Dept web:
http://www.mid.ms.gov/licapp/search_main.aspx

Easier to locate Agent at MID when name agrees with MID licensed name.)

(Bond Agent MID or Code requirements are different from the Ins Cert Agent MID or Code requirements.)

SECTION 00650

**STANDARD CONSTRUCTION CONTRACT
CERTIFICATE OF INSURANCE**

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies below.

INSURED: (Contractor's Name & Address)				COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #		
				A		
				B		
				C		
PROJECT: (Number, Name & Location)				D		
				E		
				F		
				G		
OWNER: Owner				Companies above must be approved by the MS Ins Dept at http://www.mid.ms.gov/licapp/search_main.aspx per Code & WComp at http://www.mwcc.ms.gov/		
Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount		
General Liability Commercial General Liability				General Aggregate		
				\$ 1,000,000		
				Products Comp/Ops (Aggregate)		
				\$ 1,000,000		
				Personal Injury (Per Occurrence)		
				\$ 500,000		
				BI & PD (Per Occurrence)		
				\$ 1,000,000		
				Fire Damage (Per Fire)		
				\$ 50,000		
				Medical Expense (Per Person)		
				\$ 5,000		
Owners/Contractors Protective Liability				General Aggregate		
				\$ 1,000,000		
Automobile Liability				Per Occurrence		
				\$ 500,000		
				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)		
				\$ 500,000		
				OR	Bodily Injury (Per Person)	
					\$ 250,000	
Bodily Injury (Per Accident)						
		\$ 500,000				
Property Damage (Per Occurrence)		\$ 100,000				
* Excess Liability (Umbrella on projects over \$500,000)				Aggregate		
				\$ 1,000,000		
Workers' Compensation (As required by Statute) Employers' Liability				Per Occurrence		
				\$ 1,000,000		
				Accident (Per Occurrence)		
				\$ 100,000		
				Disease-Policy Limit		
				\$ 500,000		
				Disease-Per Employee		
				\$ 100,000		
Property Insurance (not required when project is demolition ONLY - required for ALL other projects including paving)				OR	Builders' Risk	Must be equal to Value of Work
					Installation Floater	
Other						
Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.						
Producing Agent: (Name, Address and Telephone)						
				(Signature)		
				(Date)		
				(Name and Title of Authorized Representative) (typed)		
				Agent must be approved by the MS Ins Dept http://www.mid.ms.gov/licapp/search_main.aspx		

☐ Check if Mississippi Licensed Agent
 OR Countersign by Mississippi Licensed Agent
 MID Lic # _____

Division 0

June 2011

CERTIFICATE OF INSURANCE INSTRUCTIONS
SECTION 00650

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2007).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at http://www.mid.ms.gov/licapp/search_main.aspx. (Agent does not have to be on the MID web "for providers necessarily" – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. *Automobile* Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner.
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project.
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)
11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at <http://www.mwcc.state.ms.us> / Services / Proof of Coverage Inquiry / accept / etc. and at the last step – enter the "contractor's name".

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWWC web – you enter the Vendor's name, then click on the policy number to see the MWWC Ins Provider.

***** END OF SECTION *****

Division 0

June 2011

**GENERAL CONDITIONS
SECTION 00700**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Sixteenth Edition, 2007, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.
- B. **BIDDING COPY:** For the purpose of bidding, Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

***** END OF SECTION *****

LABOR REQUIREMENTS

SECTION 00820

PART 1 - EQUAL OPPORTUNITY

1.01 GENERAL

The Contractor will maintain policies of employment as follows:

- A. The Contractor and all Subcontractors will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- B. The Contractor and all Subcontractors will, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants receive consideration for employment without regard to race, religion, color, sex, national origin or age.

PART 2 - FEDERAL REQUIREMENTS

2.01 APPLICABILITY

When project funding includes Federal funds, the applicable Federal Labor Standards Provisions will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special provisions shall apply.

PART 3 - WAGE RATES

3.01 GENERAL

When project funding includes Federal funds, the applicable Federal Government Wage Determinations will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special wages shall apply.

ADDENDA

SECTION 00900

1.01 ADDENDA

Any Addendum issued on this Project will be included in Section 00900 and become a part of the *Standard Form of Agreement*.

**SUMMARY OF WORK
SECTION 01010**

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. **Work Covered:** Work covered by the Contract Documents is as shown in drawings and described in words in the Project Manual. The Project Title and location is indicated on the first page of this Project Manual.
- B. **Start of Work:** Work shall be started immediately upon issuance of a *Notice to Proceed*. Prior to this, all Contracts and beginning documents will have been executed and insurance in force.
- C. **Time of Completion:** The completion of this Work is to be on, or before, the time indicated in the *Standard Form of Agreement Between the Owner and the Contractor*.
- D. **Contractor's Duties:**
1. Except as specifically noted, provide and pay for:
 - a. Labor, materials and equipment.
 - b. Tools, construction equipment and machinery.
 - c. Water, heat and utilities required for construction.
 - d. Other facilities and services necessary for proper execution and completion of the Work.
 2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
 3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at the time of the receipt of the bids:
 - a. Permits.
 - b. Government fees.
 - c. Licenses.
 4. Give required notices.
 5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
 6. Promptly submit written notice to Professional of observed variance of Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for work known to be contrary to such requirements, without notice.
 7. Enforce strict discipline and good order among employees. Do not employ or work unfit persons, or persons, not skilled in assigned task.
 8. Provide a written safety plan.
- E. **Hazardous Materials:** The Prime General Contractor is responsible for the removal and disposal of any hazardous materials encountered in the performance of the Contract requirements. Hazardous Containing Materials [HCM] include, but are not limited to, Asbestos and Lead Paint and should be identified and removed as a part of the Contract. The absence of details does not relieve the Prime General Contractor from the responsibility of removal and disposal; but, a Change Order could be executed in the absence of identified HCM in the documents.
- F. **Subcontractor's List:** The Prime General Contractor will submit to the Owner a list of all Subcontractors, including disciplines and COR #'s, over Fifty Thousand Dollars (\$50,000.00) to be used on the Project prior to contract award by the Owner. Any Sub-Contractor listed must be acceptable to the Owner. Additionally, include any Mechanical, Plumbing, or Electrical Sub-Contractor listed on Proposal Form regardless of amount. (Modified Jan 2015)
The Prime General Contractor will submit to the Owner within seven (7) days from the Notice to Proceed, a completed *Minority Tracking Form* (attached as Exhibit "A" at the end of Division 1 Section 01900) outlining the use of minority subcontractors that will be used on the project.
- G. **Coordination:** The Prime General Contractor is responsible for the coordination of the total project. All other Prime Contractors and all Subcontractors will cooperate with the Prime General Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work. Refer to Section 01041 entitled *Project Coordination*.

1.02 **CONTRACTS**

- A. **Contracts:** Construct work under a single Prime General Contract. Refer to Section 00500 entitled *Standard Form of Agreement Between the Owner and the Contractor*.

1.03 **WORK BY OTHERS**

Work by Others shall be described in each appropriate Project Manual section and noted on the Drawings.

1.04 **OWNER-FURNISHED PRODUCTS**

- A. **Products Furnished By Owner:** Products furnished by Owner shall be described in each appropriate Project Manual section and noted on the Drawings.
- B. **Products:** Delivered and unloaded at site.
- C. **Owner's Duties:**
1. Schedule delivery date with Supplier in accordance with construction schedule.
 2. Obtain installation drawings and instructions.
 3. Submit claims for transportation damages.
 4. Arrange Guarantees, Warranties, etc..
- D. **Contractor's Duties:**
1. Designate required delivery date for each product in construction schedule.
 2. Promptly inspect delivered products, report missing, damaged, or defective items.
 3. Handle at site, including uncrating and storage.
 4. Protect from exposure to elements and from damage.
 5. Repair or replace damaged items resulting from Contractor's operations.
 6. Install and make final connections.

1.05 **CONTRACTOR'S USE OF PREMISES**

- A. Confine operations at site to areas permitted by:
1. Law.
 2. Ordinances.
 3. Permits.
 4. Contract Documents.
 5. Owner.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products which interfere with operations of Owner or other Contractors.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Limit use of site for work and storage to the area indicated in the drawings.

1.06 **SUMMARY OF WORK SUPPLEMENT**

- A. Refer to Section 01900 entitled *Division One Supplement* for Project specific summary of work requirements.

**ALLOWANCES
SECTION 01020**

1.01 DESCRIPTION

- A. **Related Work Specified Elsewhere:** Sections of Specifications as listed under Schedule of Allowances.
- B. **Allowances for Products:**
1. Purchase products under each allowance as directed by the Professional.
 2. Amount of each allowance includes:
 - a. Net cost of product.
 - b. Delivery and unloading at site.
 - c. Applicable taxes.
 3. In addition to amounts of allowances, include in bid, for inclusion in Contract sum, Contractor's costs for:
 - a. Handling at site, including uncrating and storage.
 - b. Protection from elements and damage.
 - c. Labor, installation and finishing.
 - d. Other expenses required to complete installation.
 - e. Overhead and profit.
- C. **Selection of Products:**
1. **Architect's Duties:** Consult with Contractor in consideration of products and Suppliers; make selections, designate products to be used; and, notify Contractor in writing.
 2. **Contractor's Duties:** Assist Professional in determining qualified Suppliers; obtain proposals from Suppliers when requested by the Professional; and, make appropriate recommendations for consideration of the Professional. Upon notification of selection, enter into Purchase Agreement with designated Supplier.
- D. **Delivery:** The Contractor is responsible for arranging all delivery and unloading and should promptly inspect products for damage or defects and submit claims for transportation damage.
- E. **Installation:** Comply with requirements of referenced specification section.
- F. **Adjustment of Costs:** Should actual purchase cost be more, or less, than the specified allowance amount, the Contract Sum will be adjusted by Change Order equal to the amount of the difference.

1.02 SCHEDULE OF ALLOWANCES

- A. Refer to Section 01900 entitled *Division One Supplement* for Project specific Schedule of Allowances.

**SCHEDULE OF VALUES
SECTION 01025**

1.01 DESCRIPTION

- A. **Scope:** Submit a *Schedule of Values* to the Professional at least ten (10) days prior to submitting the first Application for Payment. Upon the Professional's request, the Contractor will provide supportive data substantiating their correctness. Use *Schedule of Values* only as basis for Contractor's Application for Payment.
- B. **Form of Submittal:** Submit Schedule of Values on AIA Document G703, or computer generated form containing similar style, using Table of Contents of these Specifications as basis for format for listing costs of work for sections under Divisions 2-16. Identify each line item with number and title as listed in Table of Contents in these Specifications.

-
- C. **Preparing Schedule of Values:**
1. Itemize separate line item cost for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, temporary facilities and controls.
 2. Itemize separate line item cost for work required by each Section of these Specifications. Break down installed cost with overhead and profit.
 3. For each line item which has installed value of more than \$20,000, break down costs to list major products for operations under each item, rounding figures to nearest dollar. Make sum of total costs of all items listed in Schedule equal to total Contract sum.
- D. **Preparing Schedule of Unit Material Values:**
1. Submit separate Schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: cost of material, delivery, unloading at site, and sales tax.
 2. Make sure unit prices multiplied by quantities equal material cost of that item in Schedule of Values.
- E. **Review and Resubmittal:** After Professional's review, if requested, revise and resubmit Schedule of Values in same manner.

**APPLICATIONS FOR PAYMENT
SECTION 01027**

1.01 SCOPE

- A. This Section describes procedures for preparing and submitting Applications for Payment by the Contractor.

1.02 APPLICATIONS FOR PAYMENT

- A. **Format:**
1. Applications for Payments will be prepared on AIA forms G702 - *Application and Certificate for Payment* and G703 - *Continuation Sheet*; or, a computer generated form containing similar data may be used.
- B. **Preparation of Application:**
1. Present required information in typewritten form
 2. Execute certification by signature of authorized officer
 3. Use data from approved *Schedule of Values*. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
 4. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original Item of Work.
 5. Prepare Application for Final Payment as specified in Section 01700 entitled *Contract Closeout*.
- C. **Submittal Procedures**
1. Submit original and one (1) copy of each Application for Payment
 2. Submit an updated construction schedule with each Application for Payment as described in Section 01310 entitled *Progress Schedule* or Section 01311 entitled *Network Analysis Schedules*.
 3. Submit requests for payment at intervals agreed upon by the Professional, Owner and Contractor.
 4. Submit requests to the Professional at agreed upon times, or as may be directed otherwise.
- D. **Substantiating Data:**
1. Submit data justifying dollar amounts in question when such information is needed.
 2. Provide one (1) copy of the data with a cover letter for each submittal.
 3. Indicate the Application number, date and line item number and description.

**CHANGE ORDER PROCEDURES
SECTION 01028**

1.01 SCOPE

- A. This Section describes the procedures for processing Change Orders by the Professional and the Contractor.

1.02 CHANGE ORDER PROCEDURES

- A. **Change Proposed by Professional:** The Professional may issue a Proposal Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor will prepare and submit an estimate within ten (10) days.
- B. **Change Proposed by Contractor:** The Contractor may propose a change by submitting a request for change to the Professional, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01630 entitled *Substitutions and Product Options*.
- C. **Contractor's Documentation:**
1. Maintain detailed records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the Work.
 2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
 3. On request, provide additional data to support computations:
 - a. Quantities of products, labor, and equipment
 - b. Taxes, insurance and bonds
 - c. Overhead and profit
 - d. Justification for any change in Contract Time
 - e. Credit for deletions from Contract, similarly documented
 4. Support each claim for additional costs, and for Work completed on a time and material basis, with additional information:
 - a. Origin and date of claim
 - b. Dates and times work was performed and by whom
 - c. Time records and wage rates paid
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- D. **Construction Change Directive:** The Professional may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time. The change in Work will be promptly executed.
- E. **Format:** The Professional will prepare five (5) originals of the Change Order using the Owner's *Change Order Form*. (see also 700.20)
- F. **Types of Change Orders:**
1. **Stipulated Sum Change Order:** Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by the Professional.
 2. **Unit Price Change Order:** For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.

-
3. **Time and Material Change Order:** Submit itemized account and supporting data after completion of change, within time limits indicated in the *Standard Form of Agreement Between the Owner and the Contractor*. The Professional will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. The Contractor shall maintain detailed records of Work accomplished on Time and Material basis and shall provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- G. **Execution of Change Order:** The Professional will issue Change Orders for signatures of parties as provided in the *Standard Form of Agreement Between the Owner and the Contractor*. Final execution of all Change Orders requires approval by the Owner.
- H. **Correlation of Contractor Submittals:** The Contract shall promptly revise *Schedule of Values* and the *Application for Payment* forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit. Promptly enter changes in Project Record Documents.

**ALTERNATES
SECTION 01030**

1.01 **DESCRIPTION**

- A. **Scope:** This section describes the changes to be made under each alternate.
- B. **General:** The referenced Specification sections contain the pertinent requirements for materials and methods to achieve the work described herein. Coordinate related work and modify surrounding work, as required, to complete the Project under each alternate designated in the Contract.

1.02 **DESCRIPTION OF ALTERNATES**

- A. Refer to Section 01900 entitled *Division One Supplement* for Project specific description of project Alternates.

**PROJECT COORDINATION
SECTION 01041**

1.01 **DESCRIPTION**

- A. **Scope:** To set forth procedures, conditions and responsibility for coordination of the total project.
- B. **Project Coordinator:** The General Contractor will designate one (1) individual as Project Coordinator or Superintendent, as referred to in the General Conditions. Prior to beginning the Work, the name and qualifications will be submitted, in writing, to the Professional. Upon the approval of the Professional and the Owner, the Project Coordinator will remain until the Project is completed and cannot be removed during construction without the written consent of the Owner and the Professional.

1.02 **DUTIES OF PROJECT COORDINATOR**

- A. **General:**
1. **Coordination:** Coordinate the work of all Subcontractors and Material Suppliers.
 2. **Supervision:** Supervise the activities of every phase of work taking place on the Project.
 3. **Mechanical/Electrical:** Take special care to coordinate and supervise the work of the plumbing, heating and cooling and electrical Subcontractors.
 4. **Communication:** Establish lines of authority and communication at the job site.
 5. **Location:** The Project Coordinator must be present on the job all of the time.
 6. **Permits:** Assist in obtaining building and special permits required for construction.

-
- B. **Interpretations of Contract Documents:**
 - 1. **Consultation:** Consult with Architects and Engineers to obtain interpretations.
 - 2. **Assistance:** Assist in resolution of any questions.
 - 3. **Transmission:** Transmit written interpretations to concerned parties.
 - C. **Cessation of Work:** Stop all work not in accordance with the requirements of the Contract Documents.
 - D. **Division One:** Coordinate and assist in the preparation of all requirements of Division One and specifically as follows:
 - 1. **Cutting and Patching:** Supervise and control all cutting and patching of other trades' work.
 - 2. **Project Meetings:** Schedule and preside at all project meetings.
 - 3. **Construction Schedules:** Prepare and submit all construction schedules; supervise work to monitor compliance with schedules.
 - 4. **Shop Drawings, Product Data and Samples:** Administer the processing of all submittals required by the Project Manual.
 - 5. **Schedule of Values:** Assist in preparation and be knowledgeable of each entry in the Schedule of Values.
 - 6. **Testing:** Coordinate all required testing.
 - 7. **Temporary Facilities and Controls:** Allocate, maintain and monitor all temporary facilities.
 - 8. **Substitutions and Product Options:** Administer the processing of all substitutions.
 - 9. **Project Closeout:** Conduct final inspections and assist in collection and preparation of closeout documents.
 - 10. **Cleaning:** Direct and execute a continuing cleaning program throughout construction, requiring each trade to dispose their own debris.
 - 11. **Project Record Documents:** Maintain up-to-date project record documents.
 - 12. **Safety Measures:** Plan and enforce all safety requirements.
 - E. **Changes:** Recommend and assist in the preparation of requests to the Professional for any changes in the Contract.
 - F. **Application for Payment:** Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.

1.03 **SUBCONTRACTOR'S DUTIES**

- A. **General:** The Subcontractor is responsible for coordinating and supervising employees in the work to be accomplished under their part of the Contract.
- B. **Schedules:** Conduct work to assure compliance with construction schedules.
- C. **Suppliers:** Transmit all instructions to Material Suppliers.
- D. **Cooperation:** Cooperate with the Project Coordinator and other Subcontractors.

1.04 **OWNER-PURCHASED PRODUCTS**

- A. **General:** Cooperate, accept delivery, arrange storage and protect Owner-purchased products until installation, or final acceptance.

**CUTTING AND PATCHING
SECTION 01045**

1.01 GENERAL DESCRIPTION

- A. **Scope:** To set forth broad, general conditions covering cutting and patching that applies to everyone and everything on the job.
- B. Execute cutting including excavating, fitting, or patching of work required to:
 - 1. Make several parts fit properly.
 - 2. Uncover work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to Contract requirements.
 - 5. Install specified work in existing construction.
- C. In addition to Contract requirements, upon Professional's written instructions:
 - 1. Uncover work for observation of covered work.
 - 2. Remove samples of installed materials for testing.
 - 3. Remove work to provide alteration of existing work.
- D. Do not cut or alter work of another Contractor without permission.
- E. **Payment of Costs:** Costs caused by ill-timed, or defective work, or work not conforming to Contract Documents will be borne by party responsible for ill-timed, defective work, or non-conforming work.

1.02 MATERIALS/PRODUCTS

- A. **Materials for Replacement or Work Removed:** Comply with Specifications for type of work to be accomplished.

1.03 EXECUTION

- A. **Inspection:** Inspect existing conditions of work, including elements subject to movement, or damage during cutting and patching.
- B. **Preparation Prior to Cutting:** Provide shoring, bracing and support, as required, to maintain structural integrity of the building. Provide protection for other portions of work and protection from the elements.
- C. **Performance:**
 - 1. Execute cutting and demolition by methods which prevent damage to other work and will provide surfaces to receive installation of repairs and new work.
 - 2. Execute excavating and backfilling by methods which prevent damage to other work and prevent settlement.
 - 3. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.
 - 4. Refinish entire surfaces, as necessary, to provide an even finish. Refinish continuous surfaces to the nearest intersection and assemblies entirely.

**PROJECT MEETINGS
SECTION 01200**

1.01

DESCRIPTION

- A. **Contractor's Responsibilities:** The General Contractor will administer all progress meetings which include the following:
1. Prepare agenda
 2. Distribute written notice of meetings seven (7) days in advance
 3. Make physical arrangements for and presiding at the meetings
 4. Record minutes
 5. Distribute copies of the minutes to participants within four (4) days
- B. **Pre-Construction Meeting:** The Owner will schedule a pre-construction meeting as soon as possible after the award of Contract and the issuance of a *Notice to Proceed*.
1. **Attendance:**
 - a. Owner
 - b. Professional and Consultants
 - c. General Contractor
 - d. Major Subcontractors, including mechanical and electrical
 - e. Representatives of governmental, or other regulatory agencies
 - f. Commissioning Authority Professional (if Cx on project)
 2. **Minimum Agenda:** (prepared by the General Contractor)
 - a. Distribute and discuss list of major Subcontractors and construction schedule
 - b. Critical work sequencing
 - c. Designation of responsible personnel
 - d. Procedures for maintaining record documents
 - e. Use of premises, including office and storage areas
 - f. Owner's requirements
 - g. Security procedures
 - h. Housekeeping procedures
 - i. Commissioning issues (if Cx on project)
 3. **Utilities:** A written agreement must be reached on how all utilities will be furnished and the rates the Contractor will be charged. This agreement should be resolved at this meeting. Refer to Section 1500 entitled *Construction Facilities and Temporary Controls* of this Project Manual for additional utility requirements.
- C. **Progress Meetings:**
1. The Owner will schedule regular meetings at the time of the pre-construction conference
 2. Hold all meetings as progress of work dictates
 3. **Attendance:**
 - a. Owner
 - b. Professional and Consultants
 - c. General Contractor
 - d. Subcontractors, as pertinent to the agenda
 - e. Commissioning Authority Professional (if Cx on project)
 4. **Minimum Agenda:**
 - a. Review, approve minutes of the previous meeting
 - b. Review work progress since last meeting
 - c. Note field inspections, problems and decisions
 - d. Identify problems which impede planned progress
 - e. Review off-site fabrication problems
 - f. Revise construction schedule, as indicated
 - g. Plan progress during the next work period
 - h. Review proposed changes
 - i. Complete other current business
 - j. Commissioning issues (if Cx on project)

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- D. **Commissioning Meetings:** (if Cx on project) The Owner will schedule a commissioning scoping meeting at the pre-construction conference. Regular Commissioning Meetings will coincide with regularly scheduled Progress Meetings until such time that the Commissioning Process requires additional meetings. The Commissioning Authority Professional will chair, facilitate and document Commissioning Meetings.
1. **Attendance:**
 - a. Owner
 - b. Commissioning Authority Professional
 - c. Professional and Consultants
 - d. General Contractor
 - e. Subcontractors, as pertinent to unresolved issues identified in current Issues Log
 - f. Testing, Adjusting and Balancing Contractor
 - g. Using Agency's Building Operator/Physical Plant Representative
 2. **Minimum Agenda:**
 - a. Review, approve minutes of the previous meeting
 - b. Review Issues Log

**PROGRESS SCHEDULES
SECTION 01310**

1.01 DESCRIPTION

- A. **Scope:** Provide projected construction schedules for entire work and revise periodically. The following is a minimum requirement and other type schedules are acceptable with Owner's approval. This type of schedule is acceptable for any Project whose initial Contract award amount if **less than** one (1) million dollars (\$1,000,000).
- B. **Form of Schedules:** Prepare in form of horizontal bar chart.
1. Provide separate horizontal bar column for each trade or operation.
 2. Place in order of the Table of Contents of Specifications.
 3. Identify each column by major Specification section number.
 4. Identify the first work day of each week by horizontal time scale.
 5. Scale and space to allow for updating.
- C. **Contents of Schedule:**
1. Provide complete sequence of construction by activity.
 2. Indicate dates for beginning and completion of each stage of construction.
 3. Identify work of separate floors, separate phases, or other logically grouped activities.
 4. Show projected percentage of completion for each item of work as of first day of month.
- D. **Updating:**
1. Show all changes occurring since previous submission of updated schedule.
 2. Indicate progress of each activity and completion dates.
- E. **Submittals:**
1. Submit initial schedules to the Professional within fifteen (15) days after date of Notice to Proceed.
 2. Submit to Professional periodically updated schedules accurately depicting progress to first day of each month.
 3. Submit two (2) copies, one (1) to be retained by the Professional and the other forwarded to the Owner.

**NETWORK ANALYSIS SCHEDULE
SECTION 01311**

1.01 DESCRIPTION

- A. **Scope:** Provide projected network analysis schedules for the entire Work and revise periodically. This type of schedule is acceptable for any Project whose initial Contract award amount is one million dollars (\$1,000,000), **or greater**.

1.02 **REFERENCES**

- A. **CPM In Construction:** The latest edition of the Manual entitled **The Use of CPM In Construction, A Manual for General Contractors and the Construction Industry**, published by the Associated General Contractors of America (AGC) - Washington, D.C. shall be used.

1.03 **QUALITY ASSURANCE**

- A. **Contractor's Administrative Personnel:** Two (2) years minimum experience in using and monitoring CPM schedules on comparable Projects is required.

1.04 **FORMAT**

- A. **Listings:** Reading from left to right, in ascending order for each activity, identify each activity with the applicable specification section number.
- B. **Diagram Sheet Size:** Height and width as required.
- C. **Scale and Spacing:** To allow for notations and revisions.

1.05 **SCHEDULES**

- A. **Critical Path Methods:** Prepare network analysis diagrams and supporting mathematical analyses using the *Critical Path Method* under *Concepts and Methods* as outlined in the AGC's **The Use of CPM In Construction, A Manual for General Contractors and the Construction Industry**.
- B. **Order of Work:** Illustrate order and interdependence of activities and sequence of Work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
- C. **Complete Sequence of Construction:** Illustrate complete sequence of construction by activity, identifying work of separate stages. Provide dates for submittals and return of submittals; dates for procurement and delivery of products; and dates for installation and provision for testing. Provide legend for symbols and abbreviations used.
- D. **Mathematical Analysis:** Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
1. Preceding and following event numbers
 2. Activity description
 3. Estimated duration of activity, in maximum thirty (30) day intervals
 4. Earliest start date
 5. Earliest finish date
 6. Actual start date
 7. Actual finish date
 8. Latest start date
 9. Latest finish date
 10. Total and free float
 11. Monetary value of activity (keyed to *Schedule of Values*)
 12. Percentage of activity completed
 13. Responsibility
- E. **Analysis Program:** Capable of compiling monetary value of completed and partially completed activities, of accepting revised completion dates, and recomputation of all dates and floats.
- F. **Required Sorts:** List activities in sorts or groups:
1. By preceding work item or event number from lowest to highest
 2. By amount of float, then in order of early start
 3. By responsibility in order of earliest possible start date
 4. In order of latest allowable start dates
 5. In order of latest allowable finish dates
 6. Contractor's periodic payment request sorted by *Schedule of Values* listings, Specifications section

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7. Listing of basic input data which generates the report
 8. Listing of activities on the critical path
 9. Monthly cash flow

G. **Schedule of Values:** Coordinate contents with *Schedule of Values* in Section 01300.

1.06 SUBMITTALS FOR REVIEW

- A. **Preliminary Network Diagram:** Within fifteen (15) days after the date established in the *Notice to Proceed* submit proposed preliminary network diagram defining planned operations for the first sixty (60) days of Work, with a general outline for the remaining Work.
- B. **Review:** Participate in review of preliminary and complete network diagrams jointly with the Professional.
- C. **Proposed Complete Network Diagram:** Within twenty (20) days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that mechanical and electrical Subcontractors have reviewed and accepted proposed schedule.
- D. **Complete Network Diagram:** Within ten (10) days after joint review, submit complete network analysis consisting of network diagrams and mathematical analysis.
- E. **Updated Network Schedules:** Submit updated network schedules with each Application for Payment.
- F. **Copies:** Submit the number of opaque reproductions the Contractor requires, plus two (2) copies which will be retained by the Professional and the Owner.

1.07 REVIEW AND EVALUATION

- A. **Review:** Participate in joint review and evaluation of network diagrams and analysis with the Professional at each submittal.
- B. **Evaluate:** Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. **Revisions:** After review and approval of the Professional, revise as necessary as a result of the review and resubmit within ten (10) days.

1.08 UPDATING SCHEDULES

- A. **Schedules:** Maintain schedules to record actual start and finish dates of completed activities.
- B. **Progress:** Indicate progress of each activity to date of revision, with projected completion date of each activity. Update diagrams to graphically depict current status of Work.
- C. **Modifications:** Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. **Changes:** Indicate changes required to maintain Date of Substantial or Total Completion. These changes will be made only with the approval of the Professional.

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- E. **Extensions:** Contract completion time will be adjusted only for causes specified in the Contract. Requests for an extension of the contract completion date by the Contractor shall be supported with a justification, CPM data and supporting evidence as the Owner may deem necessary for determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the Contract. Submission of proof based on revised activity logic duration and costs is obligatory to any approvals. The schedule must clearly display that the Contractor has used, in full, all the float time available for the work involved in the request. The Owner's determination as to the total number of days of contract extension shall be based upon the current computer-produced calendar-dated schedule for the time period in question and all other relevant information. Actual delays in activities which, according to the computer-produced calendar-dated schedule, do not affect the extended and predicted contract completion dates shown by the critical path in the network, will not be the basis for a change to the contract completion date. The Owner will, within a reasonable time after receipt of such justification and supporting evidence, review the facts and advise the Contractor in writing of the Owner's decision. The Contractor shall submit each request for a change in the contract completion date to the Owner. The Contractor shall include as a part of each change order proposal, a sketch showing all CPM revisions, duration changes, and cost changes, for the work in question and its relationship to other activities on the approved arrow diagram.
- F. **Substantiate:** Submit sorts required to support recommended changes.
- G. **Report:** Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

1.09

DISTRIBUTION

- A. **Distribution of Copies:** Following joint review, distribute copies of updated schedules to Contractor's Project site, to Subcontractors, Suppliers, Professional and Owner.
- B. **Reporting Problems:** Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES SECTION 01340

1.01

DESCRIPTION

- A. **Scope:** Submit to the Professional shop drawings, product data and samples required by Specification sections. Submit an additional copy of shop drawings, product data and samples related to items/systems identified to be commissioned to the Commissioning Authority Professional to be reviewed concurrently with the Professional. (if Cx on project).
- B. **Shop Drawings:** Original drawings prepared by Contractor, Subcontractor, Supplier, or Distributor which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details.
1. Prepared by a qualified detailer.
 2. Identify details by reference to sheet and detail numbers shown on Contract drawings.
 3. Minimum sheet size: 8 1/2" x 11"
 4. Reproductions for submittals: Opaque diazo prints.
- C. **Product Data:**
1. **Manufacturer's Standard Schematic Drawings:** Modify drawings to delete information which is not applicable to the Project. Supplement standard information to provide additional information applicable to the Project.
 2. **Manufacturer's Catalog Sheets, Brochures, Diagrams, Schedules, Performance Charts, Illustrations and Other Standard Descriptive Data:** Clearly mark each copy to identify pertinent materials, products, or models. Show dimensions and clearances required. Show performance characteristics and capacities, wiring diagrams and controls.

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- D. **Samples:** Physical examples to illustrate materials, equipment or workmanship and to establish standard by which completed work is judged.
1. **Office Samples:** Of sufficient size and quantity to clearly illustrate functional characteristics of products or material with integrally related parts and attachment devices and full range of color samples. After review, samples remain the property of the Professional until completion of the construction project.
 2. **Field Samples and Mock-ups:** Erect on project site at location acceptable to Professional. Construct each sample, or mock-up, completely including work of all trades required in finished work.
- E. **Contractor's Responsibilities:**
1. Review shop drawings, product data and samples prior to submission.
 2. Verify field measurements, field construction criteria, catalog numbers and similar data.
 3. Coordinate each submittal with requirements of work and of Contract Documents.
 4. Contractor's responsibility for errors and omissions in submittals is not relieved by the Professional's review of submittals.
 5. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Professional's review of submittals unless Professional gives written acceptance of specific deviations.
 6. Notify Professional in writing at the time of submission of deviations in submittals from requirements of Contract Documents.
 7. Begin no work requiring submittals until the return of submittals bearing Professional's stamp and initials, or signature indicating review.
 8. After Professional's review, distribute copies.
- F. **Submission Requirements:**
1. Schedule submission with ample time before dates reviewed submittals will be needed.
 2. Submit number of copies of shop drawings and product data which Contractor requires for distribution, plus one (1) copy to be retained by the Professional.
 3. Submit number of samples specified in each Specification section.
 4. Accompany submittals with transmittal letter, in duplicate, containing date, Project title and number; Contractor's name and address; the number of each shop drawings, product data and samples submitted; notification of deviations from Contract Documents; and, other pertinent data.
 5. Submittals shall include:
 - a. Date and revision dates.
 - b. Project title and number.
 - c. The names of the Professional, Contractor, Supplier, Manufacturer and separate detailer, when pertinent.
 - d. Identification of product, or material.
 - e. Relation to adjacent structure, or materials.
 - f. Field dimensions clearly identified as such.
 - g. Specification section number.
 - h. Applicable standards such as ASTM number, or federal specifications.
 - i. A blank space (2" x 3") for the Professional's stamp.
 - j. Identification of deviations from Contract Documents.
 - k. Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements and compliance with Contract Documents.
- G. **Resubmission Requirements:**
1. **Shop Drawings:** Revise initial drawings, as required, and resubmit as specified for initial submittal. Indicate on the drawings any changes which have been made other than those required by the Professional.
 2. **Product Data and Samples:** Submit new data and samples, as required, for initial submittal.

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- H. **Distribution of Submittals After Review:**
 - 1. Distribute copies of shop drawings and product data which carry Professional's stamp to Contractor's file, job site file, Subcontractor, Supplier and Fabricator.
 - 2. Distribute samples as directed.
 - I. **Professional's Duties:**
 - 1. Review submittals with reasonable promptness.
 - 2. Review for design concept of Project and information given in Contract Documents.
 - 3. Review of separate item does not constitute review of an assembly in which item functions.
 - 4. Affix stamp and initials, or signature, certifying the review of submittal.
 - 5. Return submittals to Contractor for distribution.

**TESTING LABORATORY SERVICES
SECTION 01410**

1.01 DESCRIPTION

- A. **Scope:** The Contractor will employ and pay for the services of an independent laboratory to perform specified services. Employment of a testing laboratory shall in no way relieve the Contractor of his obligation to perform work in accordance with the Contract.
- B. **Inspection, Sampling and Testing:** Refer to each individual specification section for specific inspection, sampling and testing requirements.
- C. **Qualification of Laboratory:**
 - 1. Meet the *Recommended Requirements for Independent Laboratory Qualification* published by the American Council of Independent Laboratories.
 - 2. Meet the basic requirements of ASTM E 329-70, *Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction*.
 - 3. Responsible Engineer: Perform all testing under the direct supervision of a registered Professional engineer employed full time by the testing laboratory.
 - 4. Submittals: Submit a copy of the inspection report of the facilities made by materials reference laboratory of National Bureau of Standards of any deficiencies reported by the inspection.
 - 5. Approval: The Professional must approve the testing laboratory.
- D. **Laboratory's Duties:**
 - 1. Upon notice, cooperate with the Professional and the Contractor to promptly provide qualified personnel. Perform specified inspections, sampling and testing of materials and methods of construction to ascertain compliance with requirements of Contract Documents. Promptly notify the Professional and the Contractor of irregularities or deficiencies of work observed during performance of services.
 - 2. Reports of inspections and tests will include:
 - a. Date issued
 - b. Project title and number
 - c. Testing laboratory's name and address
 - d. Name and signature of inspector
 - e. Date of inspection, or sampling
 - f. Record of temperature and weather
 - g. Date of test
 - h. Identification of product and Specification section
 - i. Location of Project
 - j. Type of inspection, or test
 - k. Observations regarding compliance with Contract Documents

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3. Prompt distribution of copies of the inspection reports and tests to:
 - a. Owner
 - b. Professional
 - c. General Contractor
 - d. Consulting Engineer, when pertinent
 - e. Subcontractor, when pertinent
 - E. **Contractor's Responsibilities:**
 1. Cooperate with laboratory personnel to provide access to work and to manufacturer's operation. Provide the laboratory with the required quantities of preliminary samples representative of materials to be tested and required quantities. When required, furnish copies of mill test reports. Furnish laboratory casual labor to obtain and handle samples at the site and to facilitate inspections and tests. Provide facilities for laboratory's exclusive use for storage and curing of test samples. Notify laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.
 2. Arrange and pay for additional samples and tests required for Contractor's convenience. When initial tests indicate work does not comply with Contract Documents, the Contractor may employ and pay for the services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing.

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS SECTION 01500

1.01 DESCRIPTION

- A. **Scope:** Work required under this section consists of all temporary construction facilities, services and related items to complete the work indicated on the drawings and described in the Project Manual.
- B. **Standards:**
 1. Conform to or exceed all temporary construction requirements stated in the current edition of the **Standard Building Code** [Chapter entitled *Safeguards During Construction*].
 2. Refer to Article 10.1.1 in Section 00700 entitled *General Conditions*.
- C. **Materials:** All materials required by the Work of this section shall be as specified in the respective sections.

1.02 FACILITIES AND CONTROLS

- A. **Access:** The Prime General Contractor shall provide an adequate access and/or roads to the site of the structure, if required for the prosecution of work; and, should also provide and maintain at least one (1) temporary, or permanent, access to each working elevation to be permanently occupied.
- B. **Hoisting Facilities:** The Prime General Contractor shall be responsible for providing suitable capacity and hoisting facilities for all people and materials. The use of the hoisting facilities shall be by mutual agreement of the Prime General Contractor and the individual Contractor.
- C. **Field Office and Sheds:** At all times, the Prime General Contractor shall provide and maintain a weatherproof office with telephone, which may also be used by Subcontractors, the Owner and the Professional. Office location will be approved by the Owner. Each general and individual Contractor shall provide suitable watertight/dampproof sheds to house their construction materials.
- D. **Sanitation Facilities:** The Prime General Contractor is responsible for furnishing adequate temporary toilet facilities on the job site.
- E. **Drinking Water:** The Prime General Contractor shall provide at all times sanitary drinking water facilities for all workmen on the job including ice, when required, and paper cups, etc..

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- F. **Fire Protection:** The Prime General Contractor shall provide general temporary fire protection. Subcontractors will be responsible for their own.
- G. **Storage:** The Prime General Contractor shall coordinate the allocation of storage areas to the various Subcontractors.
- H. **Temporary Heat:** The Prime General Contractor shall provide heat, fuel and services, as necessary, to protect all work from dampness and cold until final acceptance. If in the late stages of the construction, mechanical and electrical installations will permit, the mechanical and electrical facilities may be used to provide heat and ventilation. However, the Owner is saved harmless of any costs of operation or responsibility as to acceptance of mechanical and/or electrical installations.
- I. **Utilities:** The Prime General Contractor shall make arrangements for and furnish all water, electricity (lighting and power) and other utilities necessary for construction purposes. A written agreement must be reached on how all utilities (water and electricity) will be furnished and the rates the Contractor will be charged. A copy of the final agreement signed by the Contractor and the Institution or Agency must be forwarded to the Owner. If the written agreement is not filed with the Owner, the Contractor and the Institution or Agency waives all rights as to the rates charged. The Owner will then determine all utility rates and assess the charges before final payment is rendered.
- J. **Project Sign:**) (new State Seal per Legislature July 1, 2014)
1. The Prime General Contractor will erect on adequate supports and maintain one (1) neatly constructed and painted 3/4" thick plywood sign of size, color, layout, and location as indicated in the Contract Documents. (example attached as Exhibit "B" at the end of Division 1 Section 01900)
 2. No other signs will be displayed on the job site without permission of the Professional. The displaying of sign advertisements is strictly prohibited.

SUBSTITUTIONS AND PRODUCT OPTIONS

SECTION 01630

(01630 Revised August 2016;
see Inst to Bidders 2.05)

1.01 DESCRIPTION

- A. Scope: To set forth the procedure and conditions for substitutions and to give the product options available to the Contractor.

1.02 PRODUCTS LIST

- A. Within thirty (30) days after the Contract has been signed, the Contractor will submit to the Professional five (5) copies of a complete list of all products proposed for installation.
- B. Tabulate the list by Specification sections.
- C. For products specified under reference standards, include with listing of each product:
1. Name and address of Manufacturer.
 2. Trade name.
 3. Model, or catalog designation.
 4. Manufacturer's data.
 5. Performance and test data.
 6. Reference standards.

1.03 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standards or technical performance requirements, select any product meeting product standards by any Manufacturer.
- B. For products specified by naming a minimum of three (3) products or Manufacturers, select any product and Manufacturer named. Equivalent products will always be accepted if equal in all consequential respects.
- C. For product specified by naming one (1) or more products and/or Manufacturers, but indicating the option of selecting equivalent products by stating "or equal" after specified product and/or Manufacturer, select any product meeting specified reference standards or technical performance requirements as represented by the named products and/or Manufacturers.

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- D. For products specified by naming only one (1) product and/or Manufacturer as a “basis of design”, an equivalent product will always be accepted if it is equal in all consequential respects.
 - E. For products specified by naming only one (1) product and Manufacturer and stating no substitutions will be accepted, there is no option and no substitutions will be allowed. This option must have written approval by the Owner before bidding.

1.04 SUBSTITUTIONS

- A. A product or construction method that varies from a product or construction method specified in one or more consequential characteristics, reference standards, or technical performance requirements shall be considered a substitution.
- B. Professional will not consider requests for substitutions during bidding.
- C. Within thirty (30) days after the Contract has been signed, the Professional will consider formal requests from the Contractor for substitution of products in place of those specified. Submit five (5) copies of the request for substitutions. Include in the request:
 - 1. Narrative summarizing characteristics, reference standards, or technical performance requirements that product varies from and how the proposed product or construction method will meet or exceed project requirements
 - 2. For products:
 - a. Product identification including Manufacturer's name and address.
 - b. Manufacturer's literature: Product description, performance and test data and reference standards.
 - c. Samples.
 - d. Name and address of similar projects on which product was used and date of installation.
 - 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 - 4. Agreement to pay for any additional professional costs if acceptance of substitution will require substantial revision of Contract Documents.
 - 5. Data relating to any delays to the construction schedule if any will result from proposed substitution.
 - 6. Accurate cost data on proposed substitution if any project cost increases are anticipated or any cost savings are being offered for proposed substitution.
- D. In making request for substitution, Contractor represents:
 - 1. Proposed product, or method, has been investigated and determined that it is equal or superior in all respects to that specified.
 - 2. The same or better guarantee and/or warranty will be provided for substitutions for product or method specified.
 - 3. Installation of accepted substitutions will be coordinated into the Work, making such changes required of work to be complete in all respects at no additional cost to the Owner.
 - 4. All claims for additional costs related to substitution, including any delays to the construction schedule, which consequently become apparent will be waived.
 - 5. Unless specifically identified in substitution submittal and such delay is specifically agreed to by Change Order to the Contract, substitution will not cause any delay to the construction schedule.
 - 6. Proposed product, or method, will not result in any additional costs to the Owner.
- E. Substitutions will not be considered if:
 - 1. Indicated, or implied, on shop drawings or product data submittals without formal request submitted in accordance with this Section.
 - 2. Acceptance will require substantial revision of Contract Documents unless compensation for such additional professional costs are paid by Contractor at no additional cost to the Owner.
 - 3. In the Professional's judgment, the product, or material, is not equal.

**STARTING OF SYSTEMS
SECTION 01650**

1.01 GENERAL

- A. **Scope:** This Section describes the procedures for start up of all building equipment and systems including necessary demonstration and instructions.

1.02 STARTING SYSTEMS

- A. Coordinate Schedule for start-up of various equipment and systems.
- B. Notify Professional and Owner seven (7) days prior to start-up of each system.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of responsible Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require Manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

1.03 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of Substantial Completion.
- B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

**CONTRACT CLOSEOUT
SECTION 01700**

1.01 DESCRIPTION

- A. **Scope:** The work required in this Section consists of the final inspections and the submission of all closeout documents and related items to complete the Work indicated on the Drawings and described in the Project Manual.

1.02 FINAL INSPECTIONS

- A. **Professional's Inspection:** The Contractor shall make written request for a final inspection to the Professional; notice to be given ten (10) days prior to the inspection. A list of any deficiencies, compiled by the Professional, will be corrected by the Contractor. If, in the Professional's judgement, the Project is not ready for a final inspection, the Professional may schedule another inspection

-
- B. **Owner's Inspection:** After the Professional has ascertained the Project to be ready, an Owner's inspection will be scheduled within ten (10) days thereafter. The Contractor will have ten (10) days after the Owner's acceptance to make any corrections of punch list items and to submit closeout documents.
 - C. **Correction of Work Before Final Payment:** The Contractor shall promptly remove from the Owner's premises all materials condemned for failure to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall, at his own expense, replace such condemned materials with those conforming to the requirements of the Contract. Failure to remedy such defects after ten (10) days written notice will allow the Owner to make good such defects and such costs shall be deducted from the balance due the Contractor, or charged to the Contractor in the event no payment is due.

1.03

CLOSEOUT DOCUMENTS

Unless otherwise notified, the Contractor shall submit to the Owner through the Professional, three (3) copies of the following before final payment is made:

- A. **Request for Final Payment:** AIA Document G702, current edition, completed in full or a computer generated form having similar data.
- B. **Consent of Surety Company to Final Payment:** AIA Document G707, current edition, completed in full by the Bonding company.
- C. **Power of Attorney:** Closeout documents should be accompanied by an appropriate Power of Attorney.
- D. **Release of Liens and Certification that All Bills Have Been Paid:** AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this job have been paid and that the Owner is released from any and all claims and/or damages.
- E. **Contractor's Affidavit of Payment of Debts and Claims:** AIA Document G706, current edition, completed in full.
- F. **Guarantee of Work:** Sworn statement that all work is guaranteed against defects in materials and workmanship for one (1) year from date of Owner's acceptance, except where specified for longer periods.
 - 1. Word the Guarantee as follows, or in a similar manner:
We hereby guarantee all work performed by us on the above captioned Project to be free from defective materials and workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work.
 - 2. All guarantees and warranties shall be obtained in the Owner's name.
 - 3. Within the Guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition building, site, equipment or contents thereof. The Contractor shall make good any work, materials, equipment or contents of said buildings or site which may be disturbed by fulfilling any such Guaranty.
 - 4. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the Guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.
 - 5. All special guarantees applicable to definite parts of the work stipulated in the Project Manual or other documents forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.
- G. **Project Record Document:** Furnish all other record documents as set forth in Section 01720 entitled *Project Record Documents*.
- H. **Additional Documents Specified Within the Project Manual:** Provide all additional certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.

**CLEANING
SECTION 01710**

1.01 DESCRIPTION

- A. **Scope:** Maintain premises and public properties from accumulations of waste, debris and rubbish caused by operations. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials and clean all sight-exposed surfaces; leave Project clean and ready for occupancy.

1.02 PRODUCTS

- A. **Materials:** Use only cleaning materials recommended by Manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by the cleaning materials Manufacturer.

1.03 EXECUTION

- A. **During Construction:** Execute cleaning to insure that building, grounds and public properties are maintained free from accumulations of waste materials and rubbish. Wet down dry materials and rubbish to lay dust and prevent blowing dust. At reasonable intervals during progress of work, clean site and public properties and dispose of waste materials, debris and rubbish. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property. Vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until building is ready for substantial completion or occupancy. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights. Schedule cleaning operations so that dust or other contaminants resulting from cleaning process will not fall on wet or newly painted surfaces.
- B. **Final Cleaning:** Employ experienced workmen, or professional cleaners, for final cleaning. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces and concealed spaces. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed finishes. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces. Broom clean paved surfaces; rake clean other surfaces of grounds. Replace air conditioning filters, if units were operated during construction. Clean ducts, blowers and coils if air conditioning units were operated without filters during construction. Maintain cleaning until Project, or respective portions thereof, is occupied by Owner.

**PROJECT RECORD DOCUMENTS
SECTION 01720**

1.01 DESCRIPTION

- A. **Scope:** To set forth the procedure and requirements for keeping project record documents.
- B. **Maintenance Documents:** (modified Dec 2013)
1. Throughout the Contract, maintain one (1) copy of all of the following: Contract Drawings, Project Manual, Addenda, Change Order(s), reviewed shop drawings, reviewed submittals, hardware schedules, field, and laboratory test records, equipment brochures, parts lists, operating instructions and other modifications to the Contract.
 2. Store documents on site apart from documents used for construction.
 3. Maintain documents in clean, dry, legible condition. Do not use record documents for construction purposes.
 4. Make documents available, at all times, for inspection by the Professional, Commissioning Authority Professional, and the Owner.
 5. Keep documents in 8 1/2" x 11" loose leaf binders. Clearly label each binder on the spine. Sub-divide with permanently marked tabs of card stock. Provide a main tab for each specification section. Provide sub-tabs for each major piece of equipment or component.
 6. Format for information behind each tabbed piece of equipment/component shall be:
 - a. Contractor/Installer Information: Include address, phone number and contact name. Include emergency service contact information as applicable.
 - b. Manufacturer Information: Include address, phone number and contact name.
 - c. Shop Drawings and Product Data
 - d. Operation and Maintenance Instructions
 - e. Control Drawings

-
- C. **Recording:**
1. **General:** Mark all modifications in red pencil. Keep record documents current. Do not permanently conceal any work until required information has been recorded.
 2. **Contract Drawings:** Legibly mark to record actual construction.
 - a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - b. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - c. Field changes in dimension and detail.
 - d. Changes made by change order(s) or field order(s).
 3. **Project Manual and Addenda:** Legibly mark up each section to record Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
 4. **Shop Drawings:** Maintain as record documents. Legibly mark drawings to record changes made after review.
- D. **Submittal:** At completion of Project, deliver two (2) copies of each record document to the Professional, who will transmit both sets to the Institution or Agency. Additionally, provide to Owner updated As-Built Contract Documents in electronic format utilizing electronic format copy of Contract Documents furnished by Professional or by scanning of marked-up contract Documents. (see also 600.57 and 700.40 regarding electronic As-Built Documents) (modified Dec 2013)

**DIVISION ONE SUPPLEMENT
SECTION 01900**

PART 1 - SUMMARY OF WORK SUPPLEMENT

1.01 WORK SEQUENCE

- A. Owner will occupy the building during construction, coordinate with Owner's Representative in scheduling work to vacate the areas as the Contractor requires.
- B. Construct work in stages as follows:
1. N/A
 2. _____
 3. _____

1.02 PARTIAL OWNER OCCUPANCY

- A. Schedule early completion of designated areas for Owner's usage prior to substantial completion of entire Project.
1. N/A
 2. _____
 3. _____
- B. Owner will occupy areas for purpose of _____
- C. Contractor will provide:
1. Access for Owner's personnel
 2. Operation of heating, ventilating, air conditioning and electrical systems
 3. _____
- D. Prior to occupancy, execute a *Certificate of Substantial Completion* for designated areas.
- E. Upon occupancy, Owner shall provide:
1. _____
 2. _____

PART 2 - ALLOWANCE SUPPLEMENT

2.01 SCHEDULE OF ALLOWANCES

- A. Include in the Bid, for inclusion in the Contract Sum, the amount of \$_____ for purchase of
N/A
(Refer to Section _____, _____)
- B. Include in the Bid, for inclusion in the Contract Sum, the amount of \$_____ for purchase of

(Refer to Section _____, _____)

PART 3 - ALTERNATE SUPPLEMENT

3.01 DESCRIPTION OF ALTERNATES

N/A

PART 4 - PROJECT SEQUENCE

4.01 COORDINATION

Standard working hours are from 8am to 5 pm, Monday – Friday.

4.02 SEQUENCE

N/A

PART 5 - RAIN DAYS ALLOWANCE

5.01 As included in Article 8- Time of the General Conditions, weather delays will be allowed as follows:

A. Rain Days

1. The contractor shall figure the following number of rain days for each month listed below in his schedule. These are based on a seven year average from data obtained from NOAA.

January - 4 days	February- 3 days	March - 3 days	April - 2 days
May- 3 days	June- 3 days	July- 4 days	August - 2 days
September - 3 days	October - 2 days	November- 3 days	December - 2 days

2. Request for rain days shall not be made unless the number of days per month when the rain precipitation amounting to 1/10" or more exceeds the number of days on the above chart.
3. For an extension of time for rain days to be considered, the Contractor must document that the exterior work was delayed due to inclement weather conditions. In addition, the Contractor shall provide the Professional with independent verification of the quality of days when rainfall exceeded 1/10" during each billing period.

Minority Tracking or Participation Form
February 2003

This document will serve as a tracking instrument for minority participation in publicly funded construction projects managed by the Owner. This document will aid DFA/BOB in its commitment to encourage minority participation during the bidding process. Your conscientious effort and commitment to help establish good business relations with minority subcontractors, consultants, suppliers, partners and/or joint ventures is greatly appreciated.

Any responses will be deemed public information and may be incorporated into reporting information compiled by the Owner in the following manner: Contractors that listed minority participation, Contractors that did not list minority participation and Contractors that submitted an incomplete (partially filled-out or blank) form.

Division One

Section 01010 SUMMARY OF WORK

1.01 Work Covered by Contract Documents

F. Subcontractors List

F.1 The Prime General Contractor will submit to the Owner within seven (7) days from the Notice to Proceed, a completed *Minority Tracking Form* (as follows) outlining the use of minority subcontractors that will be used on the project.

Minority - A person who is a citizen or lawful permanent resident of the United States and who is the following: **African American, Hispanic American, Asian American, American Indian or Female**

Project Name and Number: _____

General Contractor: (Name) _____

Check the Following Appropriate Box☐

There are NO minority participants included in this bid proposal.

☐

There are minority participants included in this bid proposal. The minority participants may be defined as: Subcontractor(s)/Consultant(s)/ Supplier(s) / Partner(s) / Joint Ventures(s).

List minority participants and their discipline/responsibility per the above or per Construction Specification Institution (CSI) sixteen (16) divisions.

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Owner

Minority Participation Form

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

End of Form

Division One

Section 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.02 Facilities and Controls

J. Project Sign

1. The Contractor will erect on adequate supports and maintain one (1) neatly constructed and painted 3/4" thick plywood sign approximately four feet by eight feet (4' x 8'). The Professional will provide the colors, letters, layout and location of the sign. No other signs will be displayed on the job site without permission of the Professional. The displaying of sign advertisements is strictly prohibited
2. Sign to be white background with black lettering/seal. Text style to be Times New Roman. Color of rectangular field at bottom to be selected by Owner. Provide custom Using Agency logo at circular white field of up to three additional colors. No corporate logos for Architect or Contractor shall be permitted. Where additional rendered signage is specified elsewhere, it shall consist of (1) or (2) additional 4'x8' panels, contiguous to the right side of primary project sign.

700.19

PROJECT SIGN

The contractor will erect on adequate supports and maintain one (1) neatly constructed and painted 3/4" thick plywood sign approximately four feet by eight feet (4' x 8'). The Professional will provide the colors, letters, layout and location of the sign. No other signs will be displayed on the job site without permission of the Professional. The displaying of sign advertisements is strictly prohibited.

Sign to be white background with black lettering/seal. Text style to be Times New Roman. Color of rectangular field at bottom to be selected by Owner. Provide custom Using Agency logo at circular white field of up to three additional colors. No corporate logos for Architect or Contractor shall be permitted. Where additional rendered signage is specified elsewhere, it shall consist of (1) or (2) additional 4'x8' panels, contiguous to the right side of primary project sign.



THIS PROJECT IS FUNDED BY THE TAXPAYERS OF MISSISSIPPI

GOVERNOR PHIL BRYANT

PROJECT NAME

GS# 111-111

HB1111 or SB1111, LAWS OF 1111

Governing Board

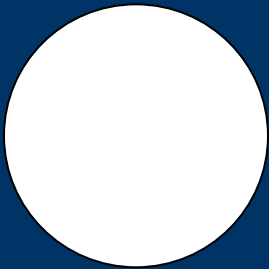
ARCHITECT

ARCHITECT NAME

CONTRACTOR

CONTRACTOR NAME

MISSISSIPPI C.O.R. #11111



USING AGENCY NAME

HEAD OF USING AGENCY NAME

SECTION 02.419 SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 EXISTING CONDITIONS AND SCOPE

- A. All contractors shall visit the site to determine the existing conditions and review the items of work required to be removed for the planned and specified new construction work.
- B. The Contractor shall coordinate demolition work with designated personnel to insure total safety.
- C. Contractor shall remove existing construction as indicated or required, and execute all demolition in such a manner as to not damage the existing adjacent structures or materials which are to remain.
- D. All demolished materials shall be properly disposed of off-site, by the contractor.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.01 PROTECTION OF EXISTING FACILITIES

- A. All structures, materials, plantings, or equipment of any kind now on the site that do not interfere with the performance of new work hereunder shall be left in place (except as indicated on the Drawings), shall remain the property of the Owner, and shall be protected against damage.
- B. Protect all existing work when at, over, or in the area of existing construction. Where existing work is damaged because of demolition or new construction, the area so damaged shall be restored to its original condition at no additional expense to the Owner, using new materials of like nature.

3.02 INTENT

- A. It is the intent of this specification that all required demolition work be fully and completely performed and all work be accomplished in a neat and workmanlike manner.

- 3.03 EXISTING CONDITIONS
- A. Contractor shall protect all active utility lines to the existing areas. Any damage during this contract, to existing utility lines serving the existing building to remain, shall be properly repaired and reactivated at no expense to the Owner.
- 3.04 SALVAGED MATERIALS AND EQUIPMENT
- A. All existing equipment and materials shall remain the property of the Owner. Care must be taken to avoid damage to existing equipment and materials being relocated or stored. Items that are damaged during demolition shall be repaired and brought back to their original state.
- 3.05 PREVENTION OF NOXIOUS CONDITIONS
- A. Demolition and construction methods shall be as dust-free and noise-free as is possible. Damage to the Owner's operations or equipment can impose liquidated damages on the Contractor, based on expense in loss of production and repair or replacement of equipment.
- B. Wet down materials during removal to prevent dust from rising. All rubbish, debris and expendable items resulting from demolition work shall be removed from the premises as it accumulates and disposed of at an off-site location by the Contractor.
- 3.06 SAFETY CODES AND STANDARDS
- A. The Contractors shall conduct all operations in such a manner as not to jeopardize life or property. He shall brace, shore, barricade or protect all areas where he is working, and shall provide all necessary railing, dust curtains, baffle walls, or to other devices as needed for construction and protection of life and property.

END OF SECTION

SECTION 06.100 ROUGH CARPENTRY

PART 1 GENERAL

1.01 DESCRIPTION

- A. Refer to Conditions of the Contract and Division 1 - General Requirements of the Specifications, which are made a part of this Section by reference.
- B. This work includes rough carpentry work for the buildings and other related items necessary to complete project indicated by Contract unless specifically excluded. Materials and installation requirements for other work, commonly assigned to the carpentry trade, are specified in other sections of these Specifications. The Contractor is responsible for the proper assignment of such other work to the carpentry trade.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Codes and Standards
 - 1. In addition to complying with the pertinent Codes and Regulations of Governmental Agencies having jurisdiction, unless otherwise specifically directed or permitted by the Architect, comply with:
 - a. American Plywood Association. APA, DFPA
 - b. American Society for Testing and Materials. ASTM
 - c. Southern Pine Inspection Bureau. SPIC
 - d. Commercial Standards. CS
 - e. International Building Code. IBC
 - f. American Wood Preservers Institutes. AWPI
 - g. American Wood Preservers Association (AWPA) and the American Wood Preservers Bureau (AWPB) Standards for Preservative Treatment and Fire-Retardant Treatment (when called for).

1.03 PRODUCT HANDLING

A. Protection

1. Deliver the materials to the job site and store, in a safe area, out of the way of traffic, and stored up off the ground surface.
2. Identify framing lumber as to grade and store each grade separately from other grades.
3. Protect metals with adequate waterproof outer wrapping.
4. Use extreme care in off-loading of lumber to prevent damage, splitting, and breaking of materials.

1.04 SUBMITTAL

- A. Submit certification from the treating plant stating that the chemicals and process used, net amount of salts retained and the moisture content after drying following treatment are in conformance with applicable standards.

PART 2 PRODUCTS

2.01 GRADE STAMPS

- A. Identify framing lumber by the grade stamp of agency certified by National Forest Products Association, or such other grade stamp as is approved in advance by the Architect.
- B. Identify plywood as to species, grade and glue type by the stamp of the American Plywood Association.
- C. Identify other materials of this Section by the appropriate stamp of the agency approved in advance by the Architect.
- D. Omit marking from surfaces to be exposed with transparent finish or without finish; clarify this with Architect.

2.02 MATERIALS

- A. Provide materials in the quantities needed for the Work shown on the Drawings, and meeting or exceeding the following standards of quality:
1. Lumber
 - a. Nominal sizes are indicated, except as shown by detailed dimension.
 - b. Provide actual sizes as required by PS20, graded in accordance with established grading

ROUGH CARPENTRY

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rules for moisture content specified for each use.

- c. Provide dressed lumber, S4S, unless otherwise shown or specified.
 - d. Provide kiln-dried lumber with 15% max. moisture content at time of dressing.
 - e. Southern Yellow Pine or Douglas Fir of following species and grades:
 - 1) Structural Light Framing: Stress Group 1500 F, #2 Dense KD Grade.
 - 2) Non-Structural Light Framing: Stress Group 1500 F.
 - 3) Studding: Stress Group 1800 F, #2 Dense KD Grade.
 - 4) Structural Joists, Planks, Beams, Stringers and Columns: Stress Group 1800 F, #2 Dense KD Grade.
2. Plywood
- a. Telephone or Electrical Backboard: Fire retardant treated per AWPB C27; 3/4" thick; APA A-D, Exposure 1.
 - b. Miscellaneous Backing: APA A-D, Interior or Exposure 1 to suite condition; thickness as called for or to suit condition.
3. Self-Adhering Membrane: See Section 07.190 Wall & Metal Roof Underlayment.
4. Wood Treatment
- a. Comply with applicable standards for the American Wood Preservers Association (AWPA) and the American Wood Preservers Bureau (AWPB). Each piece shall bear the quality mark of an independent agency or inspection service certified by these organizations to inspect treated materials.
 - b. Preservative Treated (PT) Wood: shall be "Celcure" pressure treated in accordance with AWPB Standard LP2 and LP22 (pressure treated with water-borne preservative); retention in lbs/cu.ft: above ground .25 lbs; concrete masonry, steel contact .60 lbs; ground contact .80 lbs (FDN rated). After treatment, re-kiln dry to a maximum moisture content of 15%. Where possible, all special cuts and holes should be fabricated before treatment. If cut after treatment, coat surfaces with liberal brushed

ROUGH CARPENTRY

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solution of copper naphthenate containing a minimum of 2 percent metallic copper in solution in accordance with AWWA Standard M4.

1) The following is a further elaboration on requirements for "PT" wood: all lumber and plywood shall be DIXIE-CCA treated by Hoover Treated Wood Products, (800) TEC-WOOD, Pine Bluff, AR (501-247-3511), (or equal which includes Wolmanized Material by Koppers; Celcure Wood Preserving Corp. of Louisiana) pressure impregnated in accordance with the Specification TT-W-571 and in accordance with the recommended practices of the American Wood Preservers Association (AWPA) and shall carry the American Wood Preservers Bureau (AWPB) LP Quality Control Mark including compliance with the appropriate AWPB Quality Control Standard. After treatment, treated lumber shall be kiln dried to a 19% moisture content. All material 3" nominal and greater shall be surface dried to remove excess water added during the treatment.

a) For Above Ground Use: All DIXIE CCA treated lumber and plywood shall be treated to a net retention of .60 lbs. CCA per cubic foot of wood and shall bear the American Wood Preservers Bureau Quality Mark, LP-2. "Above Ground Contact Use" (mark back of plywood panels).

b) For Ground Contact, Including Wood Plates and Blocking to Concrete Slabs and Steel or Masonry, Even if Above Ground: All DIXIE CCA treated lumber and plywood shall be treated to a minimum net retention of .80 lbs. CCA per cubic foot of wood and each piece shall bear the American wood Preservers Bureau Quality Mark, LP-22 "Ground Contact Use" (mark back of plywood panels).

NOTE: When DIXIE CCA pressure treated wood is used outdoors, use hot dipped galvanized nails and fasteners to help prevent rust stains.

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5. Miscellaneous

- a. Fasteners and Anchorages: Provide size and type to suit application or as indicated, complying with applicable standards; hot dipped galvanized at exterior and high humidity locations and at preservative treated wood.
- 1) Nails and Staples: Fed Specs FF-N-1; use common except as noted otherwise.
 - 2) Wood Screws: Fed Spec FF-S-111.
 - 3) Bolts and Studs: Fed Spec FF-B-575.
 - 4) Nuts: Fed spec FF-N-836.
 - 5) Washers: Fed Spec FF-W-92.
 - 6) Lag Screws/Bolts: Fed Spec FF-B-561.
 - 7) Machine Bolts: ASTM A307.
 - 8) Special Anchors: Toggle bolts, expansion shields and lag bolts, power activated types-size and type to suit application. "Tapcon" masonry anchors by Buildex, Division of III Tool Works, Inc., are acceptable if installed per manufacturer recommendations.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of the Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 DELIVERIES

- A. Stockpile materials sufficiently in advance of need to assure their availability in a timely manner for this work.
- B. Make as many trips to the job site as are needed to deliver materials of this Section in a timely manner to ensure orderly progress of the Work.

3.03 COMPLIANCE

- A. Do not permit materials not complying with the provisions of this Section to be brought onto or to be stored at the job site.

- B. Promptly remove non-complying materials from the job site and replace with materials meeting the requirements of this Section.

3.04 WORKMANSHIP

- A. Produce joints which are tight, true and well nailed with members assembled in accordance with the Drawings and with pertinent codes and regulations.
- B. Selection of Lumber Pieces
 - 1. Carefully select the members.
 - 2. Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing, and will allow making of proper connections.
 - 3. Cut out and discard defects which render a piece unable to serve its intended function.
 - 4. Lumber may be rejected by the Architect, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, mold, as well as for improper cutting and fitting.
- C. Do not shim any framing component.

3.05 GENERAL FRAMING

- A. General
 - 1. In addition to framing operations normal to the fabrication and erection indicated on the Drawings, install wood blocking and backing required for the work of other trades.
 - 2. Set horizontal and sloped members with crown up.
 - 3. Do not notch, cut, or bore members for pipes, ducts, or conduits, or for other reasons except as shown on the Drawings or as specifically approved in advance by the Architect.
- B. Bearings
 - 1. Make bearings full unless otherwise indicated on the Drawings.
 - 2. Finish bearing surfaces on which structural members are to rest so as to give sure and even support.
 - 3. Where framing members slope, cut or notch the ends as required to give uniform bearing surface.

3.06 BLOCKING AND BRIDGING

A. Nailing

1. Use only common wire nails or spikes sized to suit conditions, except where otherwise specifically noted on the Drawings.
2. Provide penetration into the piece receiving the point of not less than 1/2 length of the nail or spike, provided however, that 16# nails may be used to connect two pieces of 2" (nominal) thickness.
3. Nail without splitting wood.
4. Pre-bore as required.
5. Remove split members and replace with members complying with the specified requirements.

B. Bolting

1. Drill holes 1/16" larger in diameter than the bolts being used.
2. Drill straight and true from one side only.
3. Do not bear bolt threads on wood, but use washers under head and nut where both bear on wood, and use washers under all nuts.

C. Screws

1. For lag screws and wood screws, prepare holes the same diameter as root of threads, enlarging holes to shank diameter for length of shank.
2. Fasten preservative treated interior partition wood plates to concrete slabs using power driver "Ramset" anchors to suit conditions at 48" o.c. maximum spacing (at least 2 anchors in each plate run).
3. Fasten preservative treated wood plates to steel beams and at other similar conditions using power driven "Ramset" anchors to suit conditions at 36" o.c. maximum spacing (at least 2 anchors in each plate run).

END OF SECTION

ROUGH CARPENTRY

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SECTION 06.730 COMPOSITE WOOD DECKING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Composite wood decking.
2. Composite wood top rails, treads, risers, and supports.

1.02 REFERENCES

A. ASTM International (ASTM):

1. C177-04 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.
2. D143-94(2000) - Standard Test Methods for Small Clear Specimens of Timber.
3. D198-05 - Standard Test Methods of Static Tests of Lumber in Structural Sizes.
4. D1037-06 - Standard Test Methods for Evaluating Properties of Wood-Base Fiber and Particle Panel Materials.
5. D1413-05 - Standard Test Method for Wood Preservatives by Laboratory Soil-Block Cultures.
6. D1761-06 - Standard Test Methods for Mechanical Fasteners in Wood.
7. D1929-96(2001) - Standard Test Method for Determining Ignition Temperature of Plastics.
8. D2047-04 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine.
9. D2394-05 - Standard Methods for Simulated Service Testing of Wood and Wood-Base Finish Flooring.
10. D2395-06 - Standard Test Methods for Specific Gravity of Wood and Wood-Based Materials.
11. D4761-05 - Standard Test Methods for Mechanical Properties of Lumber and Wood-Base Structural Material.
12. E84-07 - Standard Test Method for Surface Burning Characteristics of Building Materials.
13. F1679-04 Standard Test Method for Using a Variable Incidence Tribometer (VIT).

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- B. American Wood Preservers Association (AWPA) E1-06 - Standard Method for Laboratory Evaluation to Determine Resistance to Subterranean Termites.

1.03 SUBMITTALS

A. Submittals for Review:

- 1. Product Data: Indicate sizes, profiles, surface finishes, and performance characteristics.
- 2. Samples: 12" long decking samples illustrating size, profile, color, and surface finish.

B. Sustainable Design Submittals:

- 1. Recycled Content.
- 2. Regional Materials.

C. Closeout Submittals:

- 1. Maintenance Data: Manufacturer's instructions on care and cleaning of composite wood products.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle composite wood in accordance with manufacturer's instructions.
- B. Store composite wood level and flat, off ground or floor, with supports at each end and maximum 24 inches on center.
- C. Do not stack composite wood over 12 feet high.
- D. Cover composite wood with waterproof covering, vented to prevent moisture buildup.

1.05 WARRANTIES

- A. Furnish manufacturer's 25 year warranty providing coverage against checking, splitting, splintering, rotting, structural damage from termites, and fungal decay of composite wood.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Contract Documents are based on products by Trex Company, Inc.: Transcend Collection
- B. Approved equals are Vantage Collection by Moisture Shield and Terrain Collection by Timber Tech.

2.02 MATERIALS

A. Composite Wood

1. Composition: Reclaimed wood and plastic with integral coloring; free from toxic chemicals and preservatives.
2. Profiles
 - a. Decking: Nominally 5/4" x 6", maximum practical length. Grooved for hidden fastening system.
 - b. Fascia, risers, and trim: Nominally 1" x 8" x maximum practical length. 2" x 6" edgeboard risers at bleachers.
 - c. Blocking and Supports: 2" x 4", length as required.
3. Surface texture: Accents; reversible woodgrain and smooth surfaces.
4. Color(s): to be selected from full color range
5. Characteristics
 - a. Abrasion resistance: 0.01 inch wear per 1000 revolutions, tested to ASTM D2394.
 - b. Hardness: 1124 pounds, tested to ASTM D143.
 - c. Self ignition temperature: 743 degrees F, tested to ASTM D1929.
 - d. Flash ignition temperature: 698 degrees F, tested to ASTM D1929.
 - e. Flame spread rating: 80, tested to ASTM E84.
 - f. Water absorption, 24 hour immersion, tested to ASTM D1037:
 - 1) Sanded surface: 4.3 percent.
 - 2) Unsanded surface: 1.7 percent.
 - g. Thermal expansion coefficient, 36 inch long samples:
 - 1) Width: 35.2×10^{-6} to 42.7×10^{-6} .
 - 2) Length: 16.1×10^{-6} to 19.2×10^{-6} .
 - h. Fastener withdrawal, tested to ASTM D1761:
 - 1) Nail: 163 pounds per inch.
 - 2) Screw: 558 pounds per inch.
 - i. Static coefficient of friction:
 - 1) Dry: 0.53 to 0.55, tested to ASTM D2047.
 - 2) Dry: 0.59 to 0.70, tested to ASTM F1679.
 - 3) Wet: 0.70 to 0.75, tested to ASTM F1679.
 - j. Fungus resistance, white and brown rot: No decay, tested to ASTM D1413.
 - k. Termite resistance: 9.6 rating, tested to AWPA E-1.

COMPOSITE WOOD DECKING

06730-3/5

- l. Specific gravity: 0.91 to 0.95, tested to ASTM D2395.
- m. Compression:
 - 1) Parallel: 1806 PSI ultimate, 550 PSI design, tested to ASTM D198.
 - 2) Perpendicular: 1944 PSI ultimate, 625 PSI design, tested to ASTM D143.
- n. Tensile strength: 854 PSI ultimate, 250 PSI design, tested to ASTM D198.
- o. Shear strength: 561 PSI ultimate, 200 PSI design, tested to ASTM D143.
- p. Modulus of rupture: 1423 PSI ultimate, 250 PSI design, tested to ASTM D4761.
- q. Modulus of elasticity: 175,000 PSI ultimate, 100,000 PSI design, tested to ASTM D4761.
- r. Thermal conductivity: 1.57 BTU per inch per hour per square foot at 85 degrees F, tested to ASTM C177.

2.03 ACCESSORIES

- A. Fasteners: stainless steel screws of length recommended by composite wood manufacturer for profile being fastened. Hidden Fasteners (Trex Hideaway Hidden Fastening System) at all decking areas. Install all fasteners per manufacturer's recommendations.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install composite wood in accordance with manufacturer's instructions.
- B. Cut, drill, and rout composite wood using carbide tipped blades.
- C. Pre-drill fastener holes located closer than 1 inch from edges.
- D. Cut ends square and true.
- E. Do not use composite wood products as structural members.
- F. Do not exceed maximum spans recommended by manufacturer.
- G. Place boards perpendicular to supports.

- H. Stagger end joints in adjacent rows at least one support.
- I. Leave expansion spaces between abutting boards and between boards and adjacent construction:
 - 1. End gaps between boards: 1/8 inch at ambient temperatures of 60 degrees F and above and 3/16 inch at ambient temperatures below 60 degrees F.
 - 2. Side gaps between boards: 1/4 inch at ambient temperatures of 60 degrees F and above and 3/8 inch at ambient temperatures below 60 degrees F.
 - 3. Gaps between boards and adjacent construction: 1/4 inch at ambient temperatures of 60 degrees F and above and 1/2 inch at ambient temperatures below 60 degrees F.
- J. Place boards to span three or more supports.
- K. Fasten each board to each support with two fasteners.

3.02 CLEANING

- A. Clean composite wood to remove stains:
 - 1. Mold, mildew, and berry and leaf stains: Clean surfaces with conventional deck wash containing detergent or sodium hypochlorite.
 - 2. Rust and ground-in dirt: Clean surfaces with cleaner containing oxalic or phosphoric acid.
 - 3. Oil and grease: Clean surfaces with detergent containing degreasing agent.

END OF SECTION